THIS INSTRUMENT PREPARED BY: **Wesley D. Turner** **GULLETT, SANFORD, ROBINSON & MARTIN** 230 Fourth Avenue, North P. O. Box 198888 Nashville, Tennessee 37219-8888 (615) 244-4994 Box 44	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $327,128.40. **Affiant** Subscribed and sworn to before me, this 8th day of September, 1995. Notary Public My Commission Expires: 5/3[illegible]

WESLEY D. TURNER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Number:
Butler Development, LLC 5068 Murfreeesboro Road Lavergne, TN 37086	SAME	Map 151 Parcel 6 2DX 06099 and Map 137, Part of Parcel 18 2DX 01620

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **PINNACLE POINT PARTNERS, LTD., a Tennessee limited partnership,** hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **BUTLER DEVELOPMENT, LLC, a Tennessee limited liability company,** hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land Description of Phase 1 Penninsula Point according to a survey dated August 21, 1995 by MEC, Inc., Civil Engineering and Surveying, Job No. 10157-95B, Land Surveying No. 8520, as follows:

Land in the 2nd Civil District of Davidson County, Tennessee, known as Phase One, Penninsula Point and being more particularly described as follows:

Beginning in the northerly margin of Smith Springs Road; thence, leaving said margin North 01° 32' 30" East, 817.88 feet; thence, South 85° 39' 09" West, 15.70 feet; thence, North 08° 50' 23" West, 99.53 feet to the southeast corner of a cemetery; thence, along the lines of said cemetery, South 85° 10' 58" West, 49.69 feet; thence, North 01° 20' 17" West, 127.13 feet; thence, North 89° 40' 52" East, 47.27 feet; thence, leaving said cemetery, North 81° 09' 37" East, 23.26 feet; thence, North 08° 50' 23" West, 119.19 feet; thence, South 81° 09' 43" West,

32.06 feet; thence, North 08° 50' 23" West, 113.63 feet; thence, North 30° 38' 44" West, 51.33 feet; thence, North 37° 15' 05" West, 10.00 feet; thence, North 64° 18' 49" West, 161.60 feet; thence, North 80° 02' 41' West, 118.11 feet; thence, South 86° 11' 43" West, 273.59 feet; thence, North 01° 11' 22" East, 284.68 feet; thence, North 89° 05' 37" East, 661.98 feet; thence, South 20° 34' 19" East, 278.01 feet; thence, South 72° 31' 11" East, 29.32 feet; thence, South 31° 03' 52" East, 72.46 feet; thence, North 70° 37' 31" East, 40.32 feet; thence, South 05° 13' 59" East, 123.89 feet; thence, along a curve to the right, an arc of 8.48 feet, said curve having a radius of 426.31 feet and a chord of North 85° 20' 12" East, 8.48 feet; thence, South 04° 05' 37" East, 154.50 feet; thence, North 80° 23' 44" East, 50.93 feet; thence, South 72° 53' 01" East, 50.70 feet; thence, South 61° 24' 18" East, 80.98 feet; thence, South 02° 56' 53" East, 195.78 feet; thence, South 45° 41' 48" West, 38.38 feet; thence, South 85° 37' 18" West, 152.00 feet; thence, North 87° 15' 36" West, 35.59 feet; thence, South 04° 27' 22" West, 828.74 feet to the northerly margin of Smith Springs Road; thence, along said margin North 86° 04' 25" West, 170.33 feet to the Point of beginning and Containing 13.59 Acres.

INCLUDED in the above description is a cemetery being more particularly described as follows:

Beginning at the northwest corner of Lot 9, Phase One Penninsula Point, thence, along the westerly lines of Lots 8 and 9, South 02° 25' 37" East, 123.30 feet to the southwest corner of Lot 8; thence, along the southerly line of said cemetery, South 85° 10' 58" West, 49.69 feet; thence, North 01° 20' 17" West, 127.13 feet; thence, North 89° 40' 52" East, 47.26 feet to the Point of Beginning and Containing 6,064 square feet.

Being part of the same property conveyed to Pinnacle Point Partners, Ltd., a Tennessee limited partnership by deed from Allen D. Lentz, Trustee, with full power to mortgage, sell, transfer and convey without the joinder of any beneficiary of record in Book 7254, page 896, Register's Office for Davidson County, Tennessee, and by deed from Raymond L. Simmons and wife, Kay C. Simmons of record in Book 7230, page 824, Register's Office for Davidson County, Tennessee, and by deed from Alex B. Liddle and wife, Margaret J. Liddle of record in Book 7429, page 141, Register's Office for Davidson County, Tennessee.

Provided that, Grantor does hereby reserve over the property conveyed herein, a non-exclusive easement for roadway access to the remaining property of Grantor not conveyed herein as set forth in Grantor's deed of record at Book 7254, page 896, Register's Office for Davidson County, Tennessee. The easement reserved herein shall be over the streets and roadway areas shown on the proposed plat of Penninsula Point, Phase I, which has been submitted to the Metropolitan Planning Commission, to which proposed plat reference is hereby made. At the time the streets shown on such recorded plat providing access to the subject property are dedicated to and accepted by the Metropolitan Government of Nashville and Davidson County, Tennessee, then the access easement shall automatically terminate.

This conveyance is made subject to:

1. 1995 Metro taxes, a lien but not yet due and payable, which have been prorated and shall be paid by Grantor. By acceptance of delivery of this instrument, Grantor agrees to pay such taxes as and when such become payable and to indemnify and hold harmless Grantee from liability and loss therefrom.

2. Deed of General Warranty, Flowage Easement and Roadway Easement granted to United States of America by Alex B. Liddle and wife, Margaret J. Liddle of record in Book 3910, page 247, Register's Office for Davidson County, Tennessee.

3. Deed of General Warranty, Flowage Easement and Roadway Easement granted to United States of America by Sallie Adams Holmes of record in Book 3975, page 452, Register's Office for Davidson County, Tennessee.

4. Deed of General Warranty, Flowage Easement and Roadway Easement granted to United States of America by Robert Ralph Poe and wife, Sara Poe of record in Book 3852, page 639, Register's Office for Davidson County, Tennessee.

5. Family graveyard with right of ingress and egress on property, including premises, as set out in the deed from Overton Henry and wife, Edward E. Barthall of record in Book 342, page 600, Register's Office for said County.

6. Reservation of easement for ingress and egress, restrictions, maintenance, and grading reserved in deed of record in Book 3813, page 550, was terminated in the deed to Pinnacle Point Partners, Ltd., from Alex B. Liddle and wife, Margaret J. Liddle of record in Book 7429, page 141, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, its successors and assigns, forever; and the undersigned covenants with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all person whomsoever.

WITNESS my hand this 8th day of September, 1995.

PINNACLE POINT PARTNERS, LTD.,
a Tennessee limited partnership

By: _____
John T. Mynatt, General Partner

By: _____
Patricia Mynatt, General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **John T. Mynatt,** with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is **General Partner** of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 8th day of September, 1995.

_____
Notary Public

WESLEY D. TURNER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 5/30/99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Patricia Mynatt,** with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is **General Partner** of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 8th day of September, 1995.

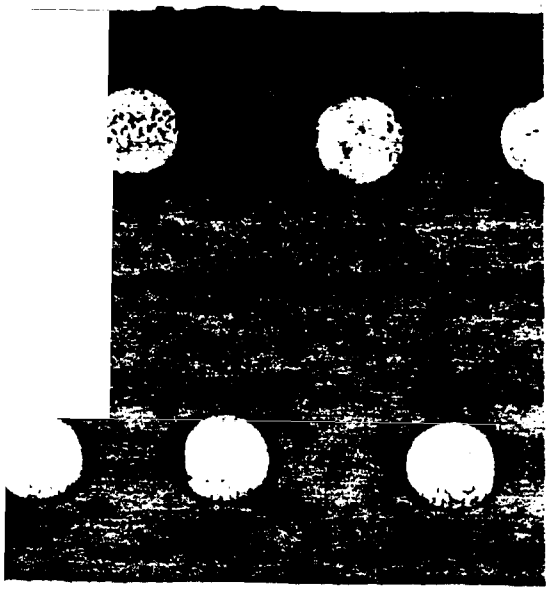
Wesley D. Turner
Notary Public

My Commission Expires: 5/30/99

WESLEY D. TURNER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

0098568
IDENTIF. & REFERENCE

95 SEP -8 PM 3:35
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

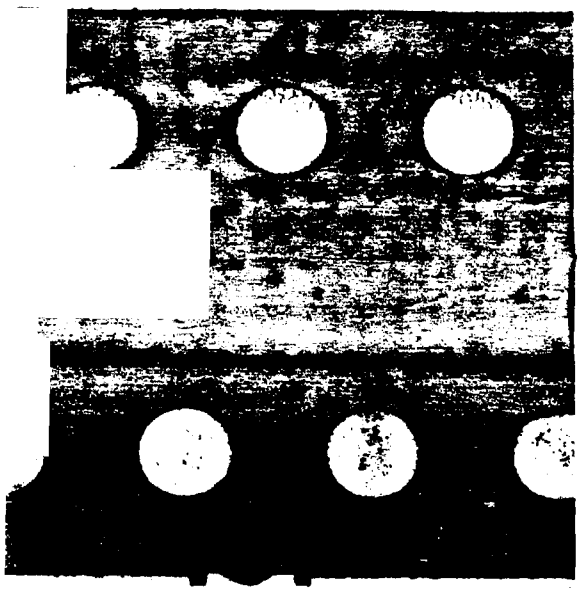
RECEIVED OF _____

FOR _____

BOOK 9789 PG 999

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID



CAMT 327128.40
CON TX 1210.27
PRFEE 1.00
16.00
TOTAL 1227.27
CHECK 1227.27

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/08/95 01 15:37 0001 2225

0098568
IDENTIF. ↑ REFERENCE

95 SEP -8 PM 3:35

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 951105